



AGENDA
FLOWER MOUND PARKS BOARD
REGULAR MEETING
JUNE 3, 2021

FLOWER MOUND TOWN HALL
2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS

6:30 P.M.

AN AGENDA INFORMATION PACKET IS AVAILABLE FOR PUBLIC INSPECTION
ONLINE AT WWW.FLOWER-MOUND.COM/AGENDA/AGENDA.PHP

Comments regarding any item on this agenda can be sent to the Parks Board by
Emailing: Parks@flower-mound.com or Calling: 972.874.6000

All pagers and cell phones must be turned off in the Council Chambers.

A. CALL REGULAR MEETING TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

D. PUBLIC COMMENTS

To speak to the Parks Board during public comments, please fill out a [comment form](#).

- Turn in form to the Administrative Assistant prior to the time the meeting is scheduled to begin and up to when the public comment portion of the meeting has concluded
- Speakers are limited to 3 minutes; a tone will sound at 30 seconds left and when time has expired
- Please state your name and address when speaking

The purpose of this item is to allow the public an opportunity to address the Parks Board on issues that are not indicated as a "Public Hearing" on this agenda. Issues regarding daily operational or administrative matters should first be dealt with by calling Parks & Recreation at 972-874-6425 during business hours.

E. DIRECTOR'S REPORT

- Update and status report related to Parks and Recreation issues.

F. CONSENT AGENDA

This agenda consists of non-controversial or "housekeeping" items required by law. Items may be removed from the Consent Agenda by any Board member by making such request prior to a motion and vote on the Consent Agenda.

1. Consider approval of the minutes from a regular meeting of the Parks Board held on May 6, 2021.

G. REGULAR ITEMS

2. Consider approval of a request from Founders Classical Academy of Flower Mound to allow Kona Ice to sell product at their outdoor water park rentals at the Community Activity Center on Sunday, August 1 and Sunday, August 8, 2021.
3. Consider recommending approval for Town Manager consideration a Youth Football Contract with Sports Impact Texas, DBA Neighborhood Sports for facility usage from July 1, 2021 through June 30, 2026.

H. RECESS REGULAR MEETING

I. CALL WORK SESSION TO ORDER

J. WORK SESSION ITEMS

4. Halff Associates will provide a briefing on the "Visioning Week", an overview of the plan process, and seek input from the Board on key issues and opportunities as it relates to the Trails and Bikeways Master Plan.

K. ADJOURN WORK SESSION

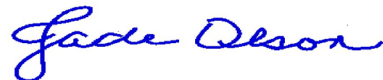
L. RECONVENE REGULAR MEETING

M. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

- The next regular meeting of the Parks Board is scheduled for July 1, 2021.

N. ADJOURN REGULAR MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board in Town Hall of the Town of Flower Mound, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: May 28, 2021 at 3:00 P.M. at least 72 hours prior to the scheduled time of said meeting.



Jade Olson, Administrative Assistant



PARK BOARD AGENDA ITEM NO. 1

CONSENT ITEM

DATE: June 3, 2021

FROM: Jade Olson, Administrative Assistant

ITEM: Consider approval of the minutes from a regular meeting of the Parks Board held on May 6, 2021.

BACKGROUND INFORMATION: The Parks Board held a regular meeting May 6, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes from the May 6, 2021 Regular Meeting of the Park Board.

DRAFT MOTION: Move to approve as presented in the agenda caption.

THE TOWN OF FLOWER MOUND PARKS BOARD REGULAR MEETING HELD ON THE 6th DAY OF MAY 2021, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:30 P.M.

The Parks Board met in a regular session with the following members present:

Allen Pichon	Place 2
Teresa Thomason	Place 3 – Chair
Rick Kenyon	Place 4 – Vice-Chair
Jodi Seay	Place 5
Mark Mayer	Place 6
Jennifer Romaszewski	Place 7
Preston Peterson	Place 8 – Alternate
Scott Langley	Place 9 – Alternate
Holly Royer	Place 10 – Alternate

The following Board members were not in attendance:

Dale Olson	Place 1
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The following members of Town Staff were in attendance:

Chuck Jennings	Director of Parks and Recreation
Mark Long	Assistant Director of Parks and Recreation
David Powell	CAC Manager
Kari Biddix	Park Development Manager
John Habern	Parks, Trails & Landscape Specialist
Clayton Litton	Parks Superintendent
Jade Olson	Administrative Assistant

- A. CALL REGULAR MEETING TO ORDER – 6:30 P.M.**
- B. INVOCATION – Mark Mayer**
- C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND THE TEXAS FLAG**
- D. PUBLIC COMMENTS**

N/A

- E. PRESENTATIONS**

David Powell, CAC Manager, introduced Jason Walter, Executive Director and Ty Behringer, Sports Director to represent the YMCA. The Board was updated with YMCA's operations regarding youth basketball and volleyball sport leagues.

- F. DIRECTOR'S REPORT**

Chuck Jennings, Director of Parks and Recreation had the following announcements:

- The Trails Master Plan is off to a good start. Board Members Teresa Thomason and Dale Olson were thanked for attending the steering committee meeting. There were six meetings during the Visioning week, concluding with the public open house. The project website www.flowermoundtrailsplan.com is online. The consultant will evaluate all of the input and looks forward to meeting with the board in June to provide a briefing and gather more input.
- There is no official word on the Peters Colony Memorial Park grant but the official meeting is on May 26 and May 27.
- Parks staff recently overhauled the Green Acres Memorial Park tree farm replacing landscape fabric, irrigation and added 350 new trees of various species.
- Parks crew worked hard along Valley Creek Church to get the splash pad looking good, which opened May 1st. Attendance has been up and down with the weather.

Mark Long, Assistant Director of Parks and Recreation had the following announcements:

- Staff is busy preparing the CAC for the summer season. The Outdoor Water Park opens on Friday, May 21st. The Adventure Camp and Day Camp begin on Monday, May 24th.
- The CAC has several part-time positions available for camp staff, lifeguards, and swim instructors.
- Kid Fish was held on Saturday, May 1 at Leonard and Helen Johns Park. There were 265 youth age 0-16 who participated. Mark thanked staff for measuring fish, baiting hoods, unwinding the never-ending ball of twine, and removing hooks from fish.
- The Summer Concerts in the Park series kicks off May 7th at Heritage Park and will be held every Friday in May. The concerts start at 7pm and food trucks and vendors will be onsite.
- The Art in the Park Festival is Saturday, May 8 at Heritage Park. There will be 46 art vendors, 16 activity-based vendor doing hands on art projects, live performances, food trucks and many more activities to enjoy.
- Traffic box signals will be wrapped this month at Flower Mound Road and McKamy, Morriss and College, and Spinks and Gerault.
- The Senior Center successfully reopened on April 5th under Phase 1. On May 3rd the Senior Center moved to Phase 2. This allows 50% capacity in all rooms and some card games. In June, the program will begin normal operating hours and day trips.
- During the month of April, the Senior Center served 2,020 drive-thru meals.
- Lightning detection signals are fully operational at area athletic complexes.
- The scoreboards at Jake's Hilltop Park were installed in April.
- An update on the youth football RFP was given to the board.

Kari Biddix, Park Development Manager gave an update on CIP Projects:

- Rheudasil Park is under construction.

- Peters Colony Memorial Park Master Plan is in design. The 50% design will be completed this month and will be provided to staff. It will be presented to the Board at 70% completion.
- PROS Consulting was selected for the Tennis Center Feasibility Study and will go to Town Council on May 17th.
- Canyon Falls Park is still under construction. The parking lot has been poured. It is expected to open Fall 2021.
- The Hound Mound parking lot and restrooms project is currently in progress. The restrooms should arrive May 19th. The parking lot concrete has been poured.
- Grand Park playground improvements are in design. A pavilion, grass volleyball court, new playground structures, and trees will be installed.

G. CONSENT AGENDA

1. **Consider approval of the minutes from a regular meeting of the Parks Board held on April 1, 2021.**

Board Deliberation

Board Member Mayer moved to approve as presented in the agenda caption. Vice Chair Kenyon seconded the motion.

VOTE ON THE MOTION

AYES: Royer, Pichon, Seay, Kenyon, Mayer, Romaszewski
NAYS: None

H. REGULAR ITEMS

2. **Consider approval of a request from Dallas Athletes Racing, Inc. to hold a sanctioned triathlon event at the Community Activity Center and Gerault Park on Sunday, April 10, 2022.**

Staff Presentation

David Powell – CAC Manager

Dallas Athletes

Dan Jones
Russ Jackson

Vice Chair Kenyon moved to approve as presented in the agenda caption. Board Member Mayer seconded the motion.

VOTE ON THE MOTION

AYES: Romaszewski, Mayer, Kenyon, Seay, Pichon, Royer
NAYS: None

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- 3. Consider approval of a recommendation of parks projects to be funded by the Community Development Corporation in Fiscal Year 2021-2022 using 4B sales tax revenue and incorporate park projects for FY 2023-2026 into the Town's Five-Year Capital Improvement Projects list.**

Staff Presentation

Chuck Jennings – Director of Parks and Recreation

Board Deliberation

Board Member Mayer moved to approve as presented in the agenda caption. Board Member Romaszewski seconded the motion.

VOTE ON THE MOTION

AYES: Royer, Pichon, Seay, Kenyon, Mayer, Romaszewski

NAYS: None

I. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

- The next regular meeting is scheduled for June 3, 2021.

J. ADJOURNMENT

Board Member Mayer made a motion to adjourn the meeting. Board Member Seay seconded the motion.

Chair Thomason adjourned the Regular Meeting at 7:32pm.

TOWN OF FLOWER MOUND, TEXAS

Teresa Thomas, Chair

ATTEST:

Jade Olson, Administrative Assistant



PARKS BOARD MEETING AGENDA ITEM NO: 2

DATE: June 3, 2021

FROM: David Powell, Community Activity Center Manager

ITEM: Consider approval of a request from Founders Classical Academy of Flower Mound to allow Kona Ice to sell product at their outdoor water park rentals at the Community Activity Center on Sunday, August 1 and Sunday, August 8, 2021.

BACKGROUND INFORMATION: The Founders Classical Academy is a tuition-free classical charter school located in Flower Mound, Texas. They have requested permission to allow Kona Ice, a shaved-ice food truck, to attend their outdoor water park rentals on August 1 and August 8, 2021, to sell product to those in attendance.

Founders Classical Academy has rented the outdoor water park for two private functions that will take place from on Sunday, August 1 from 6 – 8 p.m., and Sunday, August 8 from 6 – 8 p.m. Both rentals are after regular operational hours of the water park, and those in attendance will be limited to Founders Classical Academy guests only.

Kona Ice will be required to adhere to the Town's permitting requirements for food trucks, as well as provide a Certificate of Liability Insurance listing the Town as additional insured.

FISCAL IMPACT: \$1,200.00

The Town will receive revenue from Founders Classical Academy for the outdoor water park rentals, in accordance with the rental policy which outlines CAC rental and staff fees, in the amount of \$600 per rental date.

LEGAL ISSUES: According to Chapter 54 of the Town's Code of Ordinances, the Parks Board has the sole authority to approve the charging of fees or to solicit donations or contributions for any activity on park property. Article II titled Park Regulations states:

Sec. 54-72. Enumeration of prohibited acts

(e) *Fees charges or solicitation of donations.* It shall be unlawful for any person to charge fees or solicit donations or contributions for any activity; to sell or offer for sale any food, drinks, confections, merchandise or commercial services; to conduct any commercial business activities of any kind; and/or to post, place or erect on any public park or recreation facility any advertising, notice, billboard, paper or other advertising device without the written consent and approval of the town's park board; provided, however, that the prohibitions contained in this subsection shall not apply to town officials, employees or agents performing authorized activities or providing notice of official town meetings or functions.

ATTACHMENT:

1. Rental Permit #R14652

DRAFT MOTION: Move to approve as presented in the agenda caption.

Permit



Community Activity Center (CAC) PHONE:(972) 874-7275
 1200 Gerault Road EMAIL:cac@flower-mound.com
 Flower Mound, TX 75028

Permit # R14652
Status Approved
Date Apr 23, 2021 2:44 PM

Customer Name	Warner Watkins - 28716	Home Phone Number	(214) 766-4164
Customer Type	General Public	Cell Phone Number	(217) 766-1972
Mailing Address	2800 London Ln Flower Mound, TX 75028	Email Address	iamwarner@gmail.com
System User	Kayla Siler	Payer	Warner Watkins

Rental Fee	\$1,400.00
Discounts	\$0.00
Subtotal	\$1,400.00
Deposits	\$200.00
Deposit Discounts	\$0.00
Total Permit Fee	\$1,600.00
Total Payment	\$1,600.00
Refunds	\$0.00
Balance	\$0.00

Founders Academy Rentals 2 resource(s) 3 booking(s) **Subtotal: \$1,600.00**

[Booking Summary](#)

Post Oak/Elm (Rental)						Center: Community Activity Center (CAC)
START DATE	START TIME	END DATE	END TIME	ATTENDEE	AMT W/O TAX	
May 15, 2021	5:00 PM	May 15, 2021	7:00 PM	125	\$160.00	
Meeting Room 2 R	\$80.00 / Hour x 2	\$160.00				
Resource level fees					\$240.00	
Damage Deposit \$200	\$200.00 / Each x 1	\$200.00				
Projector and Screen	\$40.00 / Each x 1	\$40.00				
Outdoor Pool (Rental)						Center: Community Activity Center (CAC)
START DATE	START TIME	END DATE	END TIME	ATTENDEE	AMT W/O TAX	
Aug 1, 2021	6:00 PM	Aug 1, 2021	8:00 PM	125	\$600.00	
Outdoor Pool R	\$300.00 / Hour x 2	\$600.00				
Aug 8, 2021	6:00 PM	Aug 8, 2021	8:00 PM	125	\$600.00	
Outdoor Pool R	\$300.00 / Hour x 2	\$600.00				

[Waivers and Information](#)

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility Usage Agreement Waiver Attachment	May 15, 2021		Waiver Signed

The Terms are listed above and labelled as areas iii and iv. The Conditions of Use are detailed in area ii.

Deposits

A deposit for the rental of a room in the Community Activity Center (CAC) is required along with rental agreement and full payment. A \$200 deposit is required to reserve a portion of the CAC. The deposit will be refunded if the area used has been left in good order and all conditions of the rental permit have been met. The deposit may be reduced due to any and all damage caused by user's guests. Any overage time will be rounded up to the half hour, charged at double the regular rate, and deducted from the deposit.

A staff member will check out Licensee at the conclusion of the rental by filling out the Rental Check Out form. Deposits paid by credit card will be refunded back to the Licensee's account ready to be returned to the original card within 7 days. Deposits paid by cash or check will be refunded by check and mailed within 3 to 4 weeks.

Rental Rates

All current CAC members will be given a 10% discount off of the current resident rate for facility rentals. To receive the discount, the CAC membership holder must have a current membership at the time of the reservation booking and their membership must be current on the actual date of the facility rental.

Rental rate include access to the rented area only. In order to utilize other amenities during open hours, Licensee and guest must have a current CAC membership or purchase a day pass. For Party Room and Shade Pavilions, membership or day passes are required for all attendees.

Cancellation

In order to receive a full refund for a facility rental, notice of cancellation, in writing via email, must be given no less than 14 day prior to the date of the rental. If notice is not given 14 days prior to the rental date, the full amount of the rental will be retained; however, the \$200 deposit will be refunded in full.

Licensee can modify rental days, times, location, etc. up to 5 days prior to the rental date depending on availability.

Liability

Licensee agrees to pay for any damage done to the facility, grounds, or furnishings by themselves, their guests, caterers, decorators, planners, florists, and/or delivery company during or pertaining to their rentals. Notification will be given to the Licensee as soon as damages have been assessed. Licensee will be financially responsible for cost of repairs not covered by the deposit.

Security

In addition to the deposit, Licensee may be required by Town staff to secure the services of one or more off-duty Flower Mound Police Officers for the duration of the event, at the Licensee's expense. Police staffing levels shall be determined by the Chief of Police or his/her designee. The minimum contract for an off-duty officer, as required by FMPD, is four (4) hours. All required police officers shall be present in the designated area prior to the event and throughout the event, until all guests have left the Town's facility. Additionally, CAC staff reserves the right to terminate an event if it is believed that the building is unsafe or the event has exceeded the anticipated number of attendees. In the event that a rental is terminated, the entire party will be asked to leave the CAC premises immediately.

Supervision (Children/Youth Party)

All rentals for minors (ages 1 to 17) require (1) adult chaperone per 10 minors. Minors/children must stay in the rented room(s) and not be left running in the hallway, lobby, and other areas in the CAC.

Kitchen

The kitchen is available to rent if you have another space reserved in the facility.

Alcohol

No alcoholic beverages are allowed in the CAC at any time per Town ordinance.

Music

Music is allowed during rental hours provided that this has been previously agreed and noted in the rental permit. Noise level has to be kept down. Music and amplified sound should not be heard in other rooms throughout the CAC.

Rental Hours

Rental hours include set-up and clean-up time. Licensee and/or other members of the Licensee's party, caterers, florists, etc., will not be allowed in the assigned rooms until the time specified on the rental permit. All decoration, food, and rental items must be removed from CAC premises at the end of the specified rental time.

Set up/Clean up

Tables and chairs are included with the rental fee. Licensee will be responsible for room set up if needed.

Licensee is responsible for all necessary clean up during the scheduled reservation time. If needed, cleaning supplies will be made available for use by notifying a front desk staff member. All decorations, litter, and other debris must be disposed of properly in the trash receptacles provided. The

kitchen must be cleaned after the rental including appliances, countertops, and sinks. Licensee is responsible for contacting staff on duty in order to sign appropriate sign-out form. Please note that clean-up takes longer than 30 minutes. In order to keep from losing any of your deposit, please allow an adequate amount of time, we recommend that you allow 45 minutes to 1 hour for clean-up.

Decorations

Use of nails, tacks, staples, or duct tape is prohibited on walls or furnishings. Use of confetti, glitter, silly string, or birdseeds inside the CAC or within 25 feet of building entryway is prohibited. Bubbles can be used outside the building only. All decoration must be taken down before Licensee vacates the room(s).

Fire

Due to fire regulation, room capacity set by the Fire Marshall will be strictly enforced.

Smoking is not allowed inside the building or outdoor pool.

Candles are prohibited.

Fog machines are not allowed.

Entrance and exit doors may not be obstructed.

Fireworks and explosive liquids are not allowed.

Only UL approved appliances and outlets are allowed.

RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration of the use and availability of the services and facilities, Licensee agrees to release, waive, and discharge any and all claims and damages for personal injury, death, or property damage that Licensee has and that may hereafter accrue to Licensee due to Licensee's use of the services and facilities. This agreement is intended to discharge, in advance, the Town, including its officers, employees, agents, co-sponsors or volunteers, from any and all liability that may arise from Licensee's use of the services and facilities, even if that liability arises out of negligence or carelessness on the part of the Town, or its officers, employees, agents, co-sponsors or volunteers. Licensee further agrees to indemnify and hold harmless the Town, including its officers, employees, agents, co-sponsors or volunteers, from, against, and for any claims, suits, judgments, proceedings, losses, liabilities, damages, or expenses arising out of any injury, death or property damage that occurs while using the services and facilities, even if the injury, death or property damage arises out of the sole negligence of the Town, or its officers, employees, agents, co-sponsors or volunteers. Licensee understands that the use of the services and facilities involves an element of risk and that there is a real potential for injuries or accidents. Knowing and understanding those risks, Licensee hereby agrees to assume those risks. Licensee further agrees that this agreement to waive and release the Town from liability, to indemnify and hold harmless the Town, and to assume the risks of using the services and facilities is to be binding on Licensee's heirs and assigns.

LICENSEE HAS CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT LICENSEE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO LICENSEE AND INTENDS LICENSEE'S SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. LICENSEE UNDERSTANDS THAT THIS IS A BINDING CONTRACT BETWEEN THE TOWN OF FLOWER MOUND AND LICENSEE.

Further, Licensee has read and agrees to be bound by this Permit and the Terms and Conditions contained herein and attached hereto.

The undersigned warrants and represents the he or she executes this Permit on behalf of Licensee and has sufficient power, authority and capacity to bind the Licensee with his or her signature.

Signature _____

Deposit

EVENT	RESOURCE	DEPOSIT FEE	CHARGE	TAX	AMOUNT PAID	REFUNDS	BALANCE
Founders Academy Rentals	Post Oak /Elm	Damage Deposit \$200	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00

Payment and Refund

RECEIPT #	DATE	FEE DESCRIPTION	EVENT	RESOURCE	PAYMENT / REFUND
1168520.003	Apr 23, 2021	Outdoor Pool R	Founders Academy Rentals	Outdoor Pool	\$1,200.00

1168520.003	Apr 23, 2021	Damage Deposit \$200	Founders Academy Rentals	Post Oak/Elm	\$200.00
1168520.003	Apr 23, 2021	Projector and Screen	Founders Academy Rentals	Post Oak/Elm	\$40.00
1168520.003	Apr 23, 2021	Meeting Room 2 R	Founders Academy Rentals	Post Oak/Elm	\$160.00

X: _____

X: _____

Date: _____

Date: _____

Community Activity Center (CAC)

Mailing Address: 1200 Gerault Road, Flower Mound, TX
75028
Phone Number: (972) 874-7275
Email Address: cac@flower-mound.com

Warner Watkins

Customer ID: 28716
Home Phone Number: (214) 766-4164
Cell Phone Number: (217) 766-1972
Email Address: iamwarner@gmail.com



Parks Board AGENDA ITEM NO. 3

DATE: June 3, 2021

FROM: Matt Chutchian, Athletics Supervisor

ITEM: Consider recommending approval for Town Manager consideration a Youth Football Contract with Sports Impact Texas, DBA Neighborhood Sports for facility usage from July 1, 2021 through June 30, 2026.

Background Information: As prescribed by the Youth Sports Task Force, the Town developed a Request For Proposal (RFP) seeking interested parties to provide the services of youth football leagues for the Town. The RFP process was recommended by the task force when an agreement expired. On April 5, 2021, the Town began advertising the RFP and continued to accept proposals from interested parties until April 23, 2021. The RFP was posted on the Town's web site and social media platforms. Staff notified multiple organizations of the RFP process and invited them to submit a proposal. As of the deadline, the Town did not receive any qualified proposals. Staff then reissued a second RFP on May 8, 2021 and continued to accept proposals from interested parties until May 21, 2021. As of the deadline, the Town received two proposals, one from Driven Flag Football and one from Sports Impact Texas, DBA Neighborhood Sports.

Parks and Recreation staff met to review the received proposals to evaluate all requirements of the RFP. After reviewing the proposals, staff determined that the best course of action was to choose Neighborhood Sports as the provider of youth football. Neighborhood Sports has been operating recreational youth football leagues throughout Central and North Texas since 2003 and currently offers leagues in Highland Village and Liberty Christian. Neighborhood Sports provides opportunities for multiple levels of youth football within our community. The primary focus of the program is to offer recreational youth flag football leagues. Currently, Neighborhood Sports offers football leagues for youth in PreK through 6th grade. On average, Neighborhood Sports registers approximately 500 participants in a youth football league each season.

The proposed agreement with Neighborhood Sports outlines the use of Town facilities. The term of the agreement will be five (5) years, beginning on July 31, 2021 through June 30, 2026. The proposed contract language is similar to current youth sports agreement used by the Town and reflects the findings and recommendations of the Youth Sports Task Force approved by the Town Council on March 1, 2004. The agreement can be terminated with or without cause by either party by giving 30 days written notice to the other party.

Fiscal Impact: \$2,000.00 to the Town annually in participation fees

Legal Review: Drew Larkin, of Taylor, Olson, Adkins, Sralla, Elam, LLP has reviewed the proposed Agreement as to form and legality.

Attachment:

1. Contractual Services Agreement
2. Proposal from Sports Impact Texas DBA Neighborhood Sports

Recommendation: Move to approve as presented in the agenda caption.

**YOUTH FOOTBALL CONTRACT
WITH
SPORTS IMPACT TEXAS, DBA NEIGHBORHOOD SPORTS**

THIS CONTRACT is entered into on this _____ day of _____, 2021, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas (hereinafter referred to as “TOWN”), acting by and through its Town Manager, or his designee, and the **SPORTS IMPACT TEXAS, DBA NEIGHBORHOOD SPORTS**, whose address is 3713 Britford Dr., Flower Mound, Texas 75022 (hereinafter referred to as “NEIGHBORHOOD SPORTS”).

WITNESSETH:

WHEREAS, TOWN desires to obtain personal services necessary to provide a youth football program to the residents of the Town (hereinafter referred to as “Services”); and

WHEREAS, NEIGHBORHOOD SPORTS is a non-profit 501(c)(3) corporation organized under the laws of the State of Texas and qualified to provide such Services and desires to provide such Services for TOWN in exchange for the ability to provide a public service and collect fees to offset its expenses as provided herein-below;

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

**I.
Scope of Services**

The Services shall be offered each year of the Contract between the months of September – November and March - May (hereinafter referred to as “Season”). At selected times during the year, during the Season or during times when not in Season and with approval from the TOWN, NEIGHBORHOOD SPORTS will be allowed to offer camps, leagues, tournaments, sport specific instructional programs, and clinics (collectively “Events”), so long as the Facility is available. In no event may NEIGHBORHOOD SPORTS subcontract the Services to be performed under this Contract.

**II.
Term**

The term of this Contract shall be for a period of five (5) years beginning on July 1, 2021 and ending on June 30, 2026.

III. **Termination**

Neither the TOWN nor NEIGHBORHOOD SPORTS may terminate this Contract while engaged in Services during an active Season, but may terminate this Contract upon thirty (30) days written notice prior to the end of an active Season, or with thirty (30) day written notice when not in an active season. In no event shall any termination give rise to any claim against TOWN by NEIGHBORHOOD SPORTS, whether for lost profits, costs, overhead or any other reason.

Within thirty (30) days after the end of the final Season, there will be a review between the TOWN and NEIGHBORHOOD SPORTS.

IV. **Contract Facility**

For purposes of this Contract, NEIGHBORHOOD SPORTS may use the Gerault Park football fields for NEIGHBORHOOD SPORTS's recreational program, (hereinafter referred to as "Facility") for so long as such Facility is available. Additional locations may be added with approval of TOWN upon the written request of NEIGHBORHOOD SPORTS.

V. **Condition of Contract Facility**

In consideration of the privilege of using the Facility, during the term of this Contract, NEIGHBORHOOD SPORTS agrees to be solely responsible for the inspection of the Facility that is used by recipients of Services, but only during the period of NEIGHBORHOOD SPORTS's use of the Facility. NEIGHBORHOOD SPORTS shall use its best efforts to prevent damage to any part or portion of the Facility. If, however, any part or portion of the Facility becomes damaged during NEIGHBORHOOD SPORTS use of said Facility, NEIGHBORHOOD SPORTS shall immediately notify the TOWN's Director of Parks and Recreation, or his designee, of such damage and make arrangements for the prompt repair of such Facility. NEIGHBORHOOD SPORTS shall also notify the TOWN's Director of Parks and Recreation, or his designee, of any existing or developing hazardous or dangerous condition within and about the Facility.

In further consideration for the privilege of using the Facility, NEIGHBORHOOD SPORTS specifically assumes any and all liability that may arise due to premises defects upon any or all improvements which exist on the Facility at the time of execution of this Contract, or any and all improvements which are constructed thereafter related to or arising out of NEIGHBORHOOD SPORTS's use, excluding normal wear and tear. NEIGHBORHOOD SPORTS agrees to accept the Facility in the condition in which it is found. TOWN hereby disclaims and NEIGHBORHOOD SPORTS hereby accepts TOWN's disclaimer of any warranty, express or implied, of the conditions or fitness for use of any portions of the Facility.

VI.

Preparation of Contract Facility for NEIGHBORHOOD SPORTS Use

Preparation of the Facility for NEIGHBORHOOD SPORTS's activities and clean-up of the Facility following such activities shall be the primary responsibility of NEIGHBORHOOD SPORTS. NEIGHBORHOOD SPORTS agrees that it will, following each use of the Facility, restore same to as good a condition as existed prior to such use by NEIGHBORHOOD SPORTS.

VII.

TOWN Fees

- A. NEIGHBORHOOD SPORTS shall also collect and pay to TOWN a participation/facility usage fee ("Fees") as required in the applicable TOWN ordinance. Fees shall be charged for each player for each season during the Term of this Contract. The fees for residents shall be \$2 per player. The Fees for non-residents shall be \$14 per player. The amount of fees to be collected and paid to the Town may be amended at any time, including during any Season, and such increased Fees shall apply to next applicable Season. Fees shall be due and owing no later than sixty (60) days after the first regularly scheduled game of the applicable Season. Supporting documentation for Fees, such as individual participant names and residency status, shall be made available to TOWN no later than sixty (60) days after the first regularly scheduled game of the applicable season. Residency status shall be determined based on residency within the corporate limits of TOWN. In the event of any dispute regarding residency of a participant, the decision of TOWN's representative shall be final.

- B. NEIGHBORHOOD SPORTS shall also be responsible for the collection and remittance to TOWN of all charges and collected amounts related to any Events that are conducted during or outside the normal scope of activities at Facility. The parties specifically agree that payment of a lump sum fee in the amount of ten percent (10%) of the gross revenues received for all NEIGHBORHOOD SPORTS Events is a fair and reasonable fee to be paid to TOWN. NEIGHBORHOOD SPORTS will pay TOWN the ten percent (10%) lump sum payment for all Events within thirty (30) days after the last day of each Event.

- C. NEIGHBORHOOD SPORTS will from time to time be permitted by TOWN to offer non-league related tournaments ("Tournament") in addition to the Services to be provided under this Contract, so long as the Facility is available. The Tournament and Tournament field rental fee ("Tournament Fee") shall be governed by applicable TOWN ordinance. Full payment of the Tournament Fee shall be due and owing to the TOWN no later than five (5) business days prior to the first scheduled game of a Tournament.

VIII.
NEIGHBORHOOD SPORTS's Responsibilities

A. NEIGHBORHOOD SPORTS accepts the following responsibilities under this Contract:

1. NEIGHBORHOOD SPORTS shall operate as a non-profit (501c3) organization under the laws set forth for incorporation in the State of Texas;
2. NEIGHBORHOOD SPORTS shall act in accordance with its Articles of Incorporation;
3. NEIGHBORHOOD SPORTS shall publish its bylaws, as well as overall governance of the organization/association specific to Services;
4. NEIGHBORHOOD SPORTS shall ensure that adult supervision is present at Contract Facility, as well as any other TOWN-approved Facility used by any team, in an official capacity for every league practice, official league game, tournament game, camp, or clinic;
5. NEIGHBORHOOD SPORTS shall encourage staff, coaches, volunteers, and agents to conduct themselves as positive role models exemplifying proper sportsmanship, cooperation, and appropriate behavior;
6. NEIGHBORHOOD SPORTS shall cause statewide criminal background checks to be performed, by an entity licensed by the Texas Commission on Private Security pursuant to Chapter 1702 of the Texas Occupations Code, of all head coaches, assistant coaches, board members, and any other person acting in any capacity with NEIGHBORHOOD SPORTS having contact with children participating in NEIGHBORHOOD SPORTS's programming before any such persons or individuals may so participate and at least one (1) time each year thereafter during the term of this Contract and any extension or modification of this Contract. NEIGHBORHOOD SPORTS shall keep updated records of current background checks and, if requested, submit a list of all current background checks to TOWN no later than fifteen (15) business days from the date of request;
7. NEIGHBORHOOD SPORTS shall ensure all head coaches are certified for coaching youth by a national, state, or local accredited coaching certification program that is recognized by the Town;
8. NEIGHBORHOOD SPORTS shall keep updated records of certified coaches and, if requested, submit a list of all coaches with certifications to TOWN no later than fifteen (15) business days from the date of request;
9. NEIGHBORHOOD SPORTS shall adopt and enforce a Code of Conduct that conforms to the National Alliance for Youth Sports (NAYS) standards as a minimum (or equivalent);

10. NEIGHBORHOOD SPORTS shall notify all parents, participants, and spectators regarding the Code of Conduct and require all coaches, parents, and participants to sign a copy of NEIGHBORHOOD SPORTS's Code of Conduct;
11. NEIGHBORHOOD SPORTS shall adopt a formal published grievance/dispute resolution/discipline process whereby complaints and concerns can be properly heard and addressed;
12. NEIGHBORHOOD SPORTS shall address and resolve all disciplinary matters concerning players, coaches, spectators, officials, etc., in accordance with NEIGHBORHOOD SPORTS's Code of Conduct and established policies and procedures;
13. NEIGHBORHOOD SPORTS shall address and resolve all grievances, disputes, complaints and concerns in accordance with NEIGHBORHOOD SPORTS's Code of Conduct and established policies and procedures;
14. NEIGHBORHOOD SPORTS shall maintain fiscal responsibility by establishing and operating according to generally accepted accounting principles and practices;
15. NEIGHBORHOOD SPORTS shall utilize all income derived from this Contract and the operation of the football programming sought hereunder solely to defray legitimate costs and expenses of such programming;
16. NEIGHBORHOOD SPORTS shall provide TOWN, within fifteen (15) business days after TOWN's request for such information, the names, mailing addresses and additional contact information for all participants in NEIGHBORHOOD SPORTS's programming including coaches, officials and athletes;
17. NEIGHBORHOOD SPORTS shall not engage in any business at Facility or any other Town-owned or operated facilities or perform any action in connection therewith that violates any then existing Town ordinance or policy, rule or regulation, or any other State or Federal rule, regulation, law or statute or otherwise use or utilize such facilities in a manner that creates or constitutes a nuisance;
18. NEIGHBORHOOD SPORTS shall adopt a non-discrimination policy that ensures participation for all youth regardless of race, creed, color, gender, economic status, or athletic ability;
19. NEIGHBORHOOD SPORTS shall endeavor to develop balanced teams within the recreational leagues through the team selection process and recreational teams shall not be scheduled or required to play against competitive or select teams unless both teams agree to play such a game;

20. NEIGHBORHOOD SPORTS shall not subcontract or enter into any agreement that allows or authorizes the provision of the Services contemplated by this Contract to be performed by a third party or outside entity, except as specifically authorized in writing by the TOWN;
 21. NEIGHBORHOOD SPORTS shall purchase and provide all equipment necessary to perform the Services;
 22. NEIGHBORHOOD SPORTS acknowledges that TOWN may wish to undertake a survey or other similar instrument to gauge various user issues with regard to services, schedules, and other items related to NEIGHBORHOOD SPORTS's operations. TOWN and NEIGHBORHOOD SPORTS will work cooperatively on mutually acceptable survey language to effectuate this goal. The results of the survey will be shared with NEIGHBORHOOD SPORTS to ensure parent and participant satisfaction and shall be made public at a regularly scheduled Parks Board meeting. Consequently, in an effort to protect the identity of juveniles to the greatest extent permitted by law, in the event TOWN determines to undertake a survey, NEIGHBORHOOD SPORTS will provide its participant data base to a mutually agreed upon Mailing House whereby a survey can be conducted at TOWN's expense;
 23. NEIGHBORHOOD SPORTS shall at a minimum, convene two (2) board meetings annually. NEIGHBORHOOD SPORTS shall make a good faith effort to publicly advertise scheduled board meetings on NEIGHBORHOOD SPORTS's web site; and
 24. NEIGHBORHOOD SPORTS shall appear before the Parks Board on an annual basis to give a report on NEIGHBORHOOD SPORTS's operations.
- B. At least thirty (30) days prior to the beginning of any Season, NEIGHBORHOOD SPORTS shall provide to TOWN the following data and information:
1. A list of NEIGHBORHOOD SPORTS's current officers and the members of its Board of Directors together with contact information for such persons, if any changes have occurred from previous information;
 2. NEIGHBORHOOD SPORTS's current bylaws, if any revisions have occurred to the bylaws since previous submission;
 3. Proposed schedule for the proposed upcoming football season and the proposed applicable registration fees for such Season;
 4. Proposed calendar of Events including league and non-league related games, practices, clinics, league related tournaments, skills sessions, camps, etc;

5. Anticipated number of participants and number of teams formed for the Season and each Event;
 6. Proposed rules governing league and league related tournament play including, but not limited to, a Code of Conduct together with an enforcement plan and method for communicating the Code's requirements to coaches, parents, participants, and spectators; and,
 7. Tentative schedules for both recreational and competitive/select leagues and tournaments.
- C. Prior to submission of the information required in Section B above, NEIGHBORHOOD SPORTS shall meet with TOWN to discuss scheduling, league format, facility needs, maintenance, etc.

IX. **Insurance**

NEIGHBORHOOD SPORTS shall purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. NEIGHBORHOOD SPORTS shall not commence work under this Contract until it has obtained all the insurance required under the Contract and such insurance has been approved by TOWN; nor shall NEIGHBORHOOD SPORTS allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis.

- A. Workers' Compensation, as required by law, with the policy endorsed to provide a waiver of subrogation as to the owner; Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease - each employee \$500,000 disease - policy limit.
- B. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, covering but not limited to the indemnification provisions of this Contract, fully insuring NEIGHBORHOOD SPORTS's liability for injury to or death of employees of TOWN and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$500,000 per person, \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
- C. Automobile Liability Insurance, covering all vehicles to be used in performance of this contract with minimum limits equal to or greater than required by State law.

- D. It is agreed by all parties to this Contract that the insurance required under this Contract shall:
1. Provide for thirty (30) days notice of cancellation to TOWN, for nonpayment of premium, material change or any other cause.
 2. Be written through companies duly authorized to transact that class of insurance in the State of Texas.
 3. Relative to Workers' Compensation coverage, waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against TOWN, it being the intention that the required insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by such policies.
25. Identify TOWN as additional insured on all liability insurance policies.
26. Provide a Certificate of Insurance evidencing the required coverage's to:

TOWN OF FLOWER MOUND
Attn: Purchasing Division
2121 Cross Timbers Road
Flower Mound, TX 75028

X.
TOWN's Responsibilities

- A. Town hereby authorizes and agrees that NEIGHBORHOOD SPORTS will be the youth football provider for the TOWN. During the term of this Contract, NEIGHBORHOOD SPORTS will have the ability to use Facility, as assigned by TOWN, during NEIGHBORHOOD SPORTS's regular season, league playoffs, and make-up games as long as Facility is available. At any time the Facility is not being utilized by NEIGHBORHOOD SPORTS, TOWN may assign the Facility to other parties.
- B. TOWN will work with NEIGHBORHOOD SPORTS to schedule time periods for use of the Facility by NEIGHBORHOOD SPORTS during the Season noted above and any Events that NEIGHBORHOOD SPORTS may desire to sponsor. It will be NEIGHBORHOOD SPORTS's responsibility to meet with TOWN to discuss the scheduling of all league games, practices, and league related tournaments whether during Season or for Events outside of contract dates at least sixty (60) days prior to the beginning of any Season or Events.
- C. TOWN will communicate with NEIGHBORHOOD SPORTS regarding the closure of Facility due to inclement weather or any outside factor that may hinder NEIGHBORHOOD SPORTS from utilizing the specific Facility. Decisions by TOWN are final. TOWN will work with NEIGHBORHOOD SPORTS, at NEIGHBORHOOD SPORTS's request, to reschedule

games, and league related tournaments whether during Season or for Events impacted by the closure of Facility under this clause.

D. TOWN will promote NEIGHBORHOOD SPORTS's programs as the TOWN determines in its sole opinion to be appropriate. Such promotion may include providing league registration forms to appropriate Flower Mound schools for distribution, advertisement of Seasons and Events in the utility billing bulletin, posting notices and updates on the TOWN's website and social media platforms, placing information in divisional brochures, issuing press releases, and placing information on FMTV. The TOWN will answer telephone calls and e-mails requesting NEIGHBORHOOD SPORTS information and refer interested parties to NEIGHBORHOOD SPORTS when requested or necessary.

E. TOWN specifically reserves the right to remove or exclude any person, group or organization from the Facility or Town-owned or operated facilities based on conduct that the TOWN determines, in its sole discretion, to be objectionable or violative of the TOWN's ordinances, policies, rules or regulations and any State or Federal rule, regulation, law or statute.

F. Town will paint field markings weekly, weather permitting, for regularly scheduled games, league playoffs, and make-up games during the Season.

XI.

Right to Inspect Records

NEIGHBORHOOD SPORTS agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of NEIGHBORHOOD SPORTS involving transactions relating to this Contract during the term of this Contract. NEIGHBORHOOD SPORTS agrees that TOWN shall have access during normal working hours to all necessary NEIGHBORHOOD SPORTS facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. TOWN shall give NEIGHBORHOOD SPORTS reasonable advance notice of intended audits.

XII.

Indemnity

NEIGHBORHOOD SPORTS DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF NEIGHBORHOOD SPORTS AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF NEIGHBORHOOD SPORTS, ITS OFFICIALS,

OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM NEIGHBORHOOD SPORTS IS LEGALLY LIABLE, AND NEIGHBORHOOD SPORTS WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE TOWN FROM AND AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

XIII.
Default

TOWN reserves the right to terminate this Contract immediately upon breach of any term or provision of this Contract by NEIGHBORHOOD SPORTS; or, if at any time during the term of this Contract, NEIGHBORHOOD SPORTS shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if NEIGHBORHOOD SPORTS shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. The TOWN shall have the right, but not the obligation, to assume NEIGHBORHOOD SPORTS's performance to complete previously scheduled Season or Events. If TOWN assumes the obligation to so perform, NEIGHBORHOOD SPORTS shall be responsible to the TOWN for, and shall pay to TOWN within thirty (30) days after billing therefor, all costs and expenses associated with the performance of the balance of the work required to complete previously scheduled Season or Events specifically including the fees owed or payable to TOWN and any other fees or costs owed or to be paid to any coaches, referees or other officials in conjunction with said Season or Events as well as any other costs related thereto. NEIGHBORHOOD SPORTS shall also be responsible for and reimburse to TOWN, within thirty (30) days following demand therefor, any costs or expenses incurred by TOWN in canceling any scheduled Season or Events upon NEIGHBORHOOD SPORTS's nonperformance under this Contract.

XIV.
Changes

TOWN may, from time to time, require changes in the scope of the services to be performed under this Contract. Such changes as are mutually agreed upon by and between TOWN and NEIGHBORHOOD SPORTS and shall be incorporated by written modification to this Contract.

XV.
Conflict of Interest

NEIGHBORHOOD SPORTS covenants and agrees that NEIGHBORHOOD SPORTS and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by NEIGHBORHOOD

SPORTS pursuant to this Contract will be conducted by employees, associates or subcontractors of NEIGHBORHOOD SPORTS.

XVI.
Mailing Address

All notices and communications under this Contract to be mailed or delivered to TOWN shall be sent to the address of TOWN's agent as follows, unless and until NEIGHBORHOOD SPORTS is otherwise notified:

The Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn.: Chuck Jennings
Telephone: 972.874.6273

Notices and communications to be mailed or delivered to NEIGHBORHOOD SPORTS shall be sent to the address of NEIGHBORHOOD SPORTS as follows, unless and until TOWN is otherwise notified:

- | | | |
|----|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| A. | President:
Address:

Telephone: | David Inderlied
3713 Britford Dr
Flower Mound, TX 75022
469.444.5381 |
| B. | Vice President:
Address:

Telephone:

Federal ID# | Deborah Inderlied
3713 Britford Dr
Flower Mound, TX 75022
469.444.5381

<u>27-2744981</u> |

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

XVII.
Successors and Assigns

TOWN and NEIGHBORHOOD SPORTS each binds itself and its successors, executors, administrator and assigns to the other party of this Contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither TOWN nor NEIGHBORHOOD SPORTS shall assign or transfer its interest herein without the prior written consent of the other.

XVIII.
Applicable Law

This Contract is entered into subject to the Charter and ordinances of TOWN as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and Federal laws. NEIGHBORHOOD SPORTS will make any and all reports required per Federal, State or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with NEIGHBORHOOD SPORTS's income. Situs of this Contract is agreed to be Denton County, Texas, for all purposes including performance and execution.

XIX.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are held for any reason to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XX.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder.

XXI.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XXII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXIII.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXIV.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXV.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and NEIGHBORHOOD SPORTS) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or NEIGHBORHOOD SPORTS or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or NEIGHBORHOOD SPORTS.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives duly authorized on the day and year first written above.

THE TOWN:

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

Name: Debra Wallace

Title: Interim Town Manager, Town of Flower Mound

CONTRACTOR (NEIGHBORHOOD SPORTS):

NEIGHBORHOOD SPORTS

By: _____

Name: David Inderlied

Title: President, Neighborhood Sports